



FIRST AMENDMENT TO
CONTRACT FOR ELECTRIC SERVICE
(CONTRACT # E0209034)

This First Amendment to Contract for Electric Service ("First Amendment") is made and entered into effective January 1, 2022 ("Effective Date"), by and between Dominion Energy South Carolina, Inc., fka South Carolina Electric & Gas Company ("Company") and Husqvarna Construction Products North America, Inc. ("Customer").

RECITALS

A. Company and Customer entered into a Contract for Electric Service effective July 31, 2009 (the "Original Contract") for the provision of electric utility service to a plant located at 10250 Two Notch Road, Columbia, SC 29229 ("Premises").

B. Since the Contract was originally entered into, Company has changed its name from South Carolina Electric & Gas Company to Dominion Energy South Carolina, Inc.

C. The Original Contract and this First Amendment, together with any documents expressly incorporated in the Original Contract and this First Amendment, are referred to herein collectively as the "Contract." The Contract constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the same services.

D. Customer has requested and Company has agreed to provide power per the "Green Power Rider to Applicable Retail Electric Rate Serving Husqvarna Construction Products North America, Inc." and to make certain changes in the Contract.

Now, therefore, for and in consideration of the mutual promises contained herein, the parties, intending to be legally bound, agree as follows:

AGREEMENT

1. The recitals set forth above are an integral part of this First Amendment. All defined terms used in this First Amendment shall have the same meaning as in the Contract unless otherwise specified.

2. Customer requests and Company agrees to provide Green Power for 100% of Customer's energy consumption per the "Green Power Rider to Applicable Retail Electric Rate Serving Husqvarna Construction Products North America, Inc." (the "Rider") attached hereto as Appendix A and incorporated herein.

3. This First Amendment shall have an Effective Date of January 1, 2022 and is subject to the approval of the Public Service Commission of South Carolina ("Commission") and any and all provisions herein are subject to change by order(s) of the Commission. The Customer agrees to support the Company in its request to the Commission seeking approval of this First Amendment and protecting confidential information. In the event the Commission does not approve the First Amendment or approves the First Amendment (including the Rider) subject to conditions that differ in any way from the rates, terms, and conditions herein, the parties shall negotiate in good faith in order to address any such Commission conditions. If the parties cannot reach agreement in order to address Commission conditions, then either party may terminate this First Amendment with ninety (90) days written notice without penalty.



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4. Customer agrees to take service under the Rider for [REDACTED] initial term. At the conclusion of the initial term, the Rider shall automatically extend on a year-to-year basis, unless either party shall give written notice of intent to terminate at least thirty (30) days prior to the expiration of the initial term or any extension thereof. Customer may submit such notice to Company at the following address: Dominion Energy South Carolina, Inc., PO Box 100255, MC B-102, Cayce, SC 29033-3701. For avoidance of doubt, the Term of the Original Contract will extend automatically to run concurrently with the Rider.

5. Company and Customer hereby agree to keep the terms of this First Amendment confidential. Neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of this First Amendment to a third party except (i) in order to comply with any applicable law, order, regulation, or exchange rule; (ii) to the extent necessary for the enforcement of this First Amendment; or (iii) to its employees, lenders, counsel, accountants and other agents on a need-to-know basis for the analysis of business issues related to this First Amendment, provided such persons shall have agreed to keep such terms confidential. The existence of this First Amendment is not confidential.

6. The Customer may elect to own and operate on-site generation facilities to generate power for emergency use by Customer as backup for its critical infrastructure and will be entitled to any applicable Company programs including Distributed Energy Resource ("DER") or Standby Generator programs in connection with such on-site generation. Customer shall retain all rights to any "Green Attributes" ("Green Attributes" shall mean RECs, Green Tags or any other environmental attributes), credits or subsidies that may be applicable to any on-site generation owned by Customer. Any such Self-Generation shall be subject to all applicable Company tariffs regarding Customer-owned generation that are on file with, and have been approved by, the Commission.

Except as modified by this First Amendment, the Contract is ratified and confirmed in all respects.

IN WITNESS WHEREOF, Company and Customer have executed this First Amendment effective as of the day and year first above written.

**Husqvarna Construction Products
North America, Inc.**

By: Chris Noeth

Name: Chris Noeth

Its: Director of Finance

By: Matt Nuijens

Name: Matt Nuijens

Its: Vice President / General Manager

Dominion Energy South Carolina, Inc.

By: Daniel F. Kassis

Name: Daniel F. Kassis

Its: GM – Strategic Partnerships & Renewable
Energy, Authorized Representative

**GREEN POWER RIDER TO APPLICABLE RETAIL ELECTRIC
RATE SERVING HUSQVARNA CONSTRUCTION PRODUCTS NORTH AMERICA, INC.
APPENDIX A**

GREEN POWER

A. AVAILABILITY

This RIDER is available for an initial term of [REDACTED] to Customer in conjunction with the Contract or Contract Amendment being executed concurrently herewith, to facilitate the purchase by Customer of Green Power, as defined below. Capitalized terms in this Rider that are not otherwise defined herein shall have the meanings given to them in the Contract.

B. DEFINITIONS

- 1) **Green Power:** Green Power shall mean electricity sold by Company for consumption at the Premises coupled with Green Attributes (RECs, Green Tags or any other applicable environmental attributes). Green Power shall include Company Green Attributes, Market Green Attributes, or any combination thereof.
- 2) **Green Premium:** The Green Premium shall mean: (1) [REDACTED] per kilowatt hour ("kWh"), plus associated revenue related taxes, and plus any tracking fees associated with the Green Attributes in the applicable renewable energy registry ("Company Green Premium") for Company Green Attributes and (2) the Company's reasonable costs for purchasing Market Green Attributes in the open market in the case of a shortfall in Company Green Attributes, plus all associated revenue related taxes, and plus any tracking fees associated with the Green Attributes in the applicable renewable energy registry ("Market Green Premium") for Market Green Attributes, as applicable, pursuant to Sections D through H, below.
- 3) **Company Green Attributes:** Company Green Attributes shall mean Green Attributes originating from renewable generation resource(s) that are (i) owned by Company or (ii) owned by a third party and interconnected to the Company's system, to the extent that Company owns the rights to the Green Attributes associated with such generation.
- 4) **Market Green Attributes:** Market Green Attributes shall mean Green Attributes purchased in the open market.

C. DESCRIPTION OF SERVICE

Company provides electric utility service to Customer's Premises. Customer desires to have the Premises served entirely with Green Power upon commencement of application of this Rider. Subject to the pricing requirements and consent requirements set forth in Section F below, in the event of a shortfall in Company Green Attributes, Company will procure Market Green Attributes to provide Customer with Green Power as set forth below.

D. TERM

Beginning with the effective date of a Contract or an Amendment to a Contract which incorporates the provisions of this Rider, Customer commits to purchase from Company and the Company commits to provide Green Power for 100% of energy consumption by the Premises for [REDACTED] beginning with the effective date of a Contract or an Amendment to a Contract which incorporates the provisions of this Rider; provided, however, Company shall not be required to provide Green Power in excess of [REDACTED] during any calendar year. If such term exceeds that of the underlying Contract, the Contract shall be automatically extended to run concurrently with the Rider. At the conclusion of such [REDACTED] initial term, the term of this Rider shall automatically extend on a year-to-year basis, unless either party shall give written notice of intent to terminate at least (30) days prior to the expiration of the original term or any extension thereof.

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E. RATE FOR GREEN POWER

The Customer's Rate for Green Power shall consist of the following two components:

- 1) The charges under any approved retail electric rate serving Customer (under which Customer takes service), discussed in the Contract.
- 2) The Green Premium (as defined above) will be added to each monthly bill for the kWh consumption at the Premises.

F. GENERAL PROVISIONS

The Green Premium will be added to each monthly bill for the kWh consumption at the Premises. After the conclusion of each calendar year of service (no later than March 1st) during the [REDACTED] initial term of this Rider, and any extension of such period, Company will review the records of power provided from its system to the Premises to determine whether Company has adequate amounts of Company Green Attributes. Should Company not have adequate amounts of Company Green Attributes, Company will supply Market Green Attributes, provided that at the time of the proposed purchase of the Market Green Attributes, if the Market Green Premium exceeds the Company Green Premium, Company shall not purchase the Market Green Attributes without first seeking and receiving Customer's consent. Customer will reimburse Company for the amount by which the Market Green Premium associated with such Market Green Attributes exceeded the Company Green Premium. A credit will be provided to Customer for the amount by which the Company Green Premium exceeded the Market Green Premium, if any. If Customer's consent is required but Customer does not consent to the Company supplying Market Green Attributes, a credit will be provided to Customer against the Company Green Premium previously charged for power which was not covered due to the shortfall. If, for any reason, Green Power is not delivered to supply the 100% of Customer's Green Power requirement at the Premises as specified herein, Customer will receive a credit for any Green Premium incorrectly invoiced for that non-Green Power in Customer's next monthly bill following the true-up (and any successor bills, as necessary).

Company will retire Green Attributes in the applicable renewable energy registry on Customer's behalf on a periodic basis during the term of this Rider in an amount equal to one hundred percent (100%) of the Green Power, expressed in MWh, consumed at the Premises and purchased from Company in the previous calendar year during the term of this Rider, and Company shall provide Customer with annual certificates reflecting the Green Attributes retired over such period. Such certificates shall be in a form reasonably satisfactory to Company and Customer.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE GREEN ATTRIBUTES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE GREEN ATTRIBUTE'S MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, EFFECT ON CUSTOMER OR ITS BUSINESS, OR QUALIFICATION UNDER ANY APPLICABLE STANDARD OR PROGRAM. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY AS TO HOW OR

WHETHER CUSTOMER MAY USE OR APPLY ANY GREEN ATTRIBUTES IN CONNECTION WITH ANY LEGAL REQUIREMENT, PROGRAM, STANDARD, OR ACCOUNTING REQUIREMENT. FOR THE AVOIDANCE OF DOUBT, CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY REPRESENTATIONS AND WARRANTIES IT MAKES REGARDING THE GREEN ATTRIBUTES,

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INCLUDING WHETHER THE RETIREMENT OF THE GREEN ATTRIBUTES PERMITS CUSTOMER OR ANY POWER PRODUCED BY CUSTOMER TO QUALIFY UNDER ANY "GREEN" OR RENEWABLE ENERGY STANDARD.

G. PRIORITY FOR COMPANY GREEN ATTRIBUTES

Company will give Customer a priority to its Green Power up to the amount necessary for the Premises, so long as that is allowed under applicable regulations and law.

H. GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions as provided in the Original Contract are incorporated by reference and part of this Rider.